

RESOLUTION NO. 12-52

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING A USE AGREEMENT WITH FLORIDA GAS TRANSMISSION COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO TEMPORARILY USE A VACANT PARCEL OF LAND OWNED BY THE CITY OF HIALEAH FOR TWO MONTHS IN ORDER TO CONDUCT A HYDROSTATIC TEST OF AN EXISTING 6-INCH NATURAL GAS PIPELINE THAT ABUTS THE CITY PROPERTY IN EXCHANGE FOR THE PAYMENT OF THE SUM OF \$10,000, COMPRISING OF \$5,000 FOR EACH MONTH, AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO THE USE AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AND MADE AS EXHIBIT "1".

WHEREAS, the City of Hialeah owns a parcel of vacant land at the southeast corner of the intersection of West 20 Avenue and West 49 Street, Hialeah, Florida; and

WHEREAS, the City agrees to allow the Florida Gas Transmission Company to use the property for two months, the months of July and August, to conduct a hydrostatic test of an existing 6-inch natural gas pipeline that abuts the City property and as a temporary work space and staging area for vehicles, equipment and personnel to conduct the test; and

WHEREAS, the Director of the Department of Water and Sewers has no objection to the use of the property and additionally, the use of the property will prevent the interference of traffic if the company were to place their vehicles and equipment on West 49 Street to conduct the test.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The Mayor and the City Council of the City of Hialeah, Florida hereby approves a Use Agreement with Florida Gas Transmission Company, LLC, a Florida limited liability company, to temporarily use a vacant parcel of land owned by the City in order to conduct a hydrostatic test of an existing 6-inch natural gas pipeline that abut the City property in exchange for the payment of \$10,000, comprising of \$5,000 for each month.

Section 3: The City Council authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into the Use Agreement, a copy of which is attached hereto and made a part hereof as Exhibit "1".

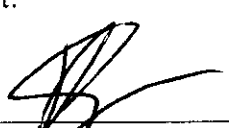
PASSED AND ADOPTED this 24th day of April, 2012.



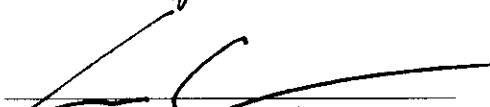
Isis Garcia-Martinez
Council President

Attest:

Approved on this 25 day of April, 2012.



David Concepcion, City Clerk



Mayor Carlos Hernandez

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

USE AGREEMENT

This Use Agreement is made and entered into this ____ day of April, 2012, by and between the City of Hialeah, Florida, a Florida municipal corporation, whose mailing address is 501 Palm Avenue, Hialeah, Florida (hereinafter referred to as the "City") and Florida Gas Transmission Company, LLC ("FGT"), with its Florida address located at 2405 Lucien Way, Suite 200, Maitland, Florida 32751.

WHEREAS, the City of Hialeah, Florida owns a parcel of vacant land at the southeast corner of the intersection of West 20 Avenue and West 49 Street, Hialeah, Florida, Folio No. 04-2002-000-0027 ("Property"); and

WHEREAS, the City agrees to allow FGT, for compensation, to use the property to conduct a hydrostatic test of an existing FGT 6-inch natural gas pipeline that abuts the property and as a temporary work space for staging areas, vehicles and equipment to conduct the test ; and

NOW, THEREFORE, in consideration of the above premises which are incorporated within and made a part of this Agreement, and in further consideration of the mutual covenants set forth below, and other good and valuable consideration, acknowledged by the parties to be sufficient, just and adequate, and parties hereto do agree as follows:

1. **Term.** The term of this use agreement shall commence on or about July 1, 2012 and shall end on August 31, 2012 for the sole purpose of conducting a hydrostatic test of an existing FGT 6-inch natural gas pipeline that abuts the Property and to provide temporary work space for staging areas, vehicles and equipment to conduct the test.

2. **Compensation.** FGT shall pay the City the total sum of \$10,000 payable on or before June 15, 2012, comprising of \$5,000 for each of two months, for the use of City property legally described and depicted as follows, Folio No. 04-3002-000-0027, located at the southeast corner of the intersection of West 20 Avenue and West 49 Street, Hialeah, Florida, attached hereto and made a part hereof as Exhibit A.

3. **No partnership.** Nothing contained within this Agreement shall create or be construed as creating a partnership between the FGT and the City or to constitute FGT as an agent of the City.

4. **No improper use.** FGT agrees to utilize the site in the manner for which it is intended and shall not use the site beyond its intended purpose. FGT agrees, at the end of this Use Agreement, to return the site to same condition that existed prior to the commencement of this Use Agreement.

5. **Insurance and Assumption of Risk.** FGT shall provide property and comprehensive commercial liability and automobile insurance, including worker's compensation insurance in an amount acceptable to the Risk Manager, with the City listed as an additional insured. FGT assumes all liability risk and property loss in connection with the use of the Property.

Exhibit "1"

6. **Indemnification.** FGT shall indemnify and hold harmless the City of Hialeah, its officers employees, agents and representatives, from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FGT or anyone employed or utilized by FGT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies that otherwise may be available to an indemnified party or person described in this section.

7. **Surrender of Premises and Removal of Equipment and Vehicles.** Prior to end of the Use Agreement but no less than 24 hours from the conclusion of the Use Agreement, the City shall have an opportunity to inspect the Property to verify that the condition of the Property is the same as what existed prior to the commencement of this Use Agreement. Upon inspection, the City will provide a list of noted deficiencies in writing to FGT and what corrective action should be taken. FGT and the City shall meet to agree on the manner and scope of the corrective action to be taken and thereupon, FGT shall take such action immediately prior to the City's acceptance of the surrender of premises.

IN WITNESS WHEREOF, the City and FGT, have each, respectively, by an authorized person or representative, hereunder set their hands and seals on the date and year first above written.

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010

Attest:

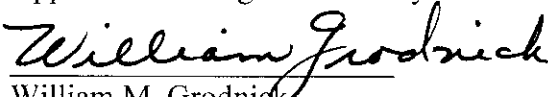
David Concepcion, City Clerk

By: _____
Mayor Carlos Hernandez Date

First Witness
Typed/printed name: _____

(SEAL)

Second Witness
Typed/printed name: _____

Approved as to legal sufficiency and form:

William M. Grodnick

Florida Gas Transmission Company, LLC
2405 Lucien Way, Suite 200
Maitland, Florida 32751

By: David Shellhouse
David Shellhouse
Vice President Operations

First Witness

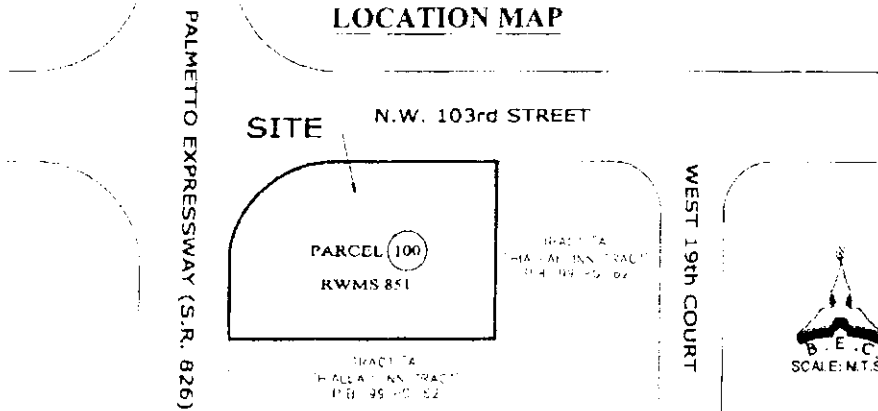
Typed/printed name: TERRY Coleman

Terry Coleman

Second Witness

Typed/printed name: John Johnson

S:\WMG\contracts\useagreementfloridagasttransmissioncompany2012.docx

EXHIBIT "A"**LOCATION MAP****SYMBOLS AND ABBREVIATIONS:**

P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 N.T.S. = NOT TO SCALE
 B = BASE LINE
 N&W = NAIL & WASHER
 R&C = 3/8" REBAR & CAP
 I.P. = IRON PIPE
 ● = BOUNDARY CORNER
 ○ = TREE
 ⊙ = LIGHT POLE

+ = IRON
 P.B. = PLAT BOOK
 PG. = PAGE
 □ = CATCH BASIN
 ⊕ = POWER POLE
 ⊗ = FENCE
 --- = LIMITED ACCESS RIGHT-OF-WAY LINE

SURVEY NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN AND ARE REFERENCED TO THE EAST RIGHT OF WAY LINE OF PALMETTO EXPWY (S.R. 826) HAVING A BEARING OF S01°47'24"E

EXHIBIT "A" IS BASED ON THE FOLLOWING DOCUMENTS:

*PLAT BOOK "HIALEAH INN TRACT" P.B. 99, PAGE 62
 *RIGHT OF WAY MAP "PALMETTO EXPWY. & N.W. 103rd ST. INT." PAGE 4

REVISIONS:

06/15/2007 REVISED TITLE BLOCK DATA, REMOVED "WELCOME TO HIALEAH" SIGN EASEMENT DATA AS PER CLIENT'S INSTRUCTIONS. NO CHANGES HAVE BEEN MADE TO THE LEGAL DESCRIPTION ORIGINALLY SIGNED BY SELVIN P. BRUCE IN OCTOBER 2004.

THIS IS NOT A BOUNDARY SURVEY

I HEREBY CERTIFY THAT THE SKETCH SHOWN AND DEPICTED HEREON WAS DONE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF THE PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

THIS DRAWING CONSISTING OF THREE SHEETS IS INVALID WITHOUT ALL THREE SHEETS.

MIKE BARTHOLOMEW DATE: 06/15/2007
 PROFESSIONAL SURVEYOR AND MAPPER No 5666
 STATE OF FLORIDA

ORDER No.: 03-77335

BISCAYNE ENGINEERING COMPANY, INC.

Consulting Engineers • Planners • Surveyors

529 WEST FLAGLER STREET
 MIAMI, FLORIDA 33133
 PH: (305) 324-7827
 FAX: (305) 324-0809

Florida Department of Transportation, District VI

Item/Segment No.: 2491131
 W.P.I. No.: 6113290
 State Project No.: 87260-2589
 State Road No.: 826
 County: Miami-Dade
 Parcel No.: RWMS 851 (100)

SHEET 2 OF 3

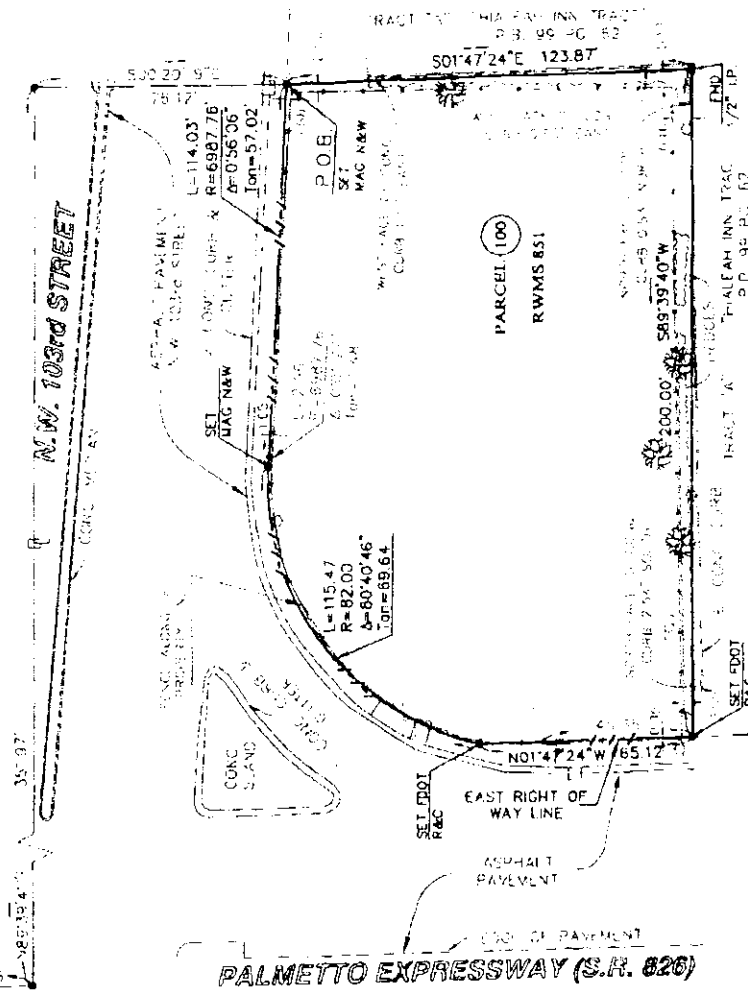
2090-SS-54-R1

EXHIBIT "A"

SKETCH OF LEGAL DESCRIPTION



NW CORNER
N 101° 47' 24" W
P.O.C.
1501.47241
(S.R. 826)



ORDER No.: 03-77335

BISCAYNE ENGINEERING COMPANY, INC.

Consulting Engineers • Planners • Surveyors

229 W. S. FLAGLER STREET
MAY, FLORIDA 33130
TEL. (305) 574-7571
FAX (305) 574-0819

Florida Department of Transportation, District VI

Item/Segment No.: 2491131
W.P.I. No.: 6113290
State Project No.: 87260-2589
State Road No.: 826
County: Miami-Dade
Parcel No.: RWMS 851 (100)

SHEET 3 OF 3

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land lying and being in the Northwest Quarter (N.W. $\frac{1}{4}$) of Section 2, Township 53 South, Range 40 East and lying East of and adjacent to the Easterly Limited Access Right Of Way Line of State Road 826 and South of and adjacent to the Southerly Limited Access Right Of Way Line of Northwest 103rd Street as shown on Right of Way Map State Road 826, Section No. 87260-2589, sheet 4 of 6, as prepared by The Florida Department of Transportation, also known as that certain un-subdivided parcel lying Northwesterly of and adjacent to Tract A of "Hialeah Inn Tract" according to the Plat thereof as recorded in Plat Book 99 at Page 62 of the Public Records of Miami-Dade County Florida; said parcel being more particularly described as follows:

COMMENCE at Northeast corner of Section 2, Township 53 South, Range 40 East; THENCE run along the West Line of said Section 2, being the Baseline Of Survey for State Road 826 as shown on said Right of Way Map State Road 826, Section No. 87260-2589, South $01^{\circ}47'24''$ East for a Distance of 1137.26 feet to a point on the Baseline Of Survey for Northwest 103rd Street as shown on said Right of Way Map State Road 826, Section No. 87260-2589; Thence run along said Baseline Of Survey for Northwest 103rd Street, North $89^{\circ}39'41''$ East for a distance of 351.97 feet; Thence South $00^{\circ}20'19''$ East for a Distance of 76.12 feet to the Southerly Limited Access Right Of Way Line of Northwest 103rd Street, said point being the POINT OF BEGINNING of the parcel of land hereinafter described, the following two courses are coincident with the most Easterly West line and the most Southerly North line of said Tract A of "Hialeah Inn Tract" according to the Plat thereof as recorded in Plat Book 99 at Page 62 of the Public Records of Miami-Dade County Florida; Thence South $01^{\circ}47'24''$ East for a Distance of 123.87 feet; Thence South $89^{\circ}39'40''$ West for a distance of 200.00 feet to Easterly Limited Access Right Of Way Line of State Road 826, the following three courses are along Easterly Limited Access Right Of Way Line of State Road 826 and the Southerly Limited Access Right Of Way Line of Northwest 103rd Street; Thence North $01^{\circ}47'24''$ West for a distance of 65.12 feet to a Point Of Curvature with a non-tangent circular Curve concave to the Southeast having for its elements a Radius of 82.00 feet, a Tangent Bearing of South $12^{\circ}09'47''$ West, a Chord Bearing and Chord length of South $52^{\circ}30'10''$ West and 106.16 feet; Thence Northeasterly along said circular Curve through a Central Angle of $80^{\circ}40'46''$ and Arc distance of 115.47 feet to the Point of curvature of a non-tangent circular Curve concave to the Northeast having for its elements a Radius of 6987.76 feet, a Tangent Bearing of North $87^{\circ}09'26''$ West, a Chord Bearing and Chord length of North $87^{\circ}37'29''$ West and 114.03 feet; Thence Southeasterly along said circular Curve through a Central Angle of $00^{\circ}56'06''$ and Arc distance of 114.03 feet to the POINT OF BEGINNING.

Containing (24171 square feet), or 0.56 acres more or less.

ORDER No.: 03-77335

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Consulting Engineers • Planners • Surveyors



1029 WEST FLAGLER STREET
MIAMI, FLORIDA 33130
PH: (305) 324-7571
FAX: (305) 324-0809

Florida Department of Transportation, District VI

Item/Segment No.: 2491131

W.P.I. No.: 6113290

State Project No.: 87260-2589

State Road No.: 826

County: Miami-Dade

Parcel No.: RWMS 851 (100)

SHEET 1 OF 3